

CONTRACT

The Texas City Independent School District ("District") and _____
("Vendor") agree to this Contract as follows:

1. Vendor is in the business of selling personal property to third parties at approved District functions. The District permits the Vendor to sell the following items to third parties at District events:

2. The compensation received by the District in consideration for allowing the Vendor to sell personal property at District events is calculated as follows:

Upon request, the Vendor will provide documentation to the District evidencing that it has fulfilled its compensation obligations.

3. This Contract shall continue until terminated by either party upon five (5) days' written notice to the other party.

4. Vendor will carry general liability and employee theft insurance (or its equivalent) relating to its activities at the District. Proof of insurance must be provided by Vendor upon the District's request. In addition, at the District's cost the Vendor may be required to list the District, its trustees, and/or employees as co-insureds on these insurance policies.

5. Vendor is cognizant that it must charge Texas state sales tax when selling personal property to third parties. Vendor agrees to charge any applicable state sales taxes relating to sales made at District events. It further agrees that any state sales taxes collected will be paid to the State of Texas as required by law. Vendor agrees to indemnify, defend, and hold

harmless the District, its trustees, and employees from any allegations arising from the alleged improper collection and/or remittance of sales tax to the State of Texas.

6. The compensation due to the District shall be paid to the District by the Vendor on a monthly basis, no longer than the 30th day of each month. The District retains the right to audit the records of the Vendor to determine that it is receiving all compensation due under this Contract. Unpaid compensation due to the District shall accrue interest at the rate of 10% per annum.

7. This Contract shall be governed by Texas law for all purposes. Venue for any legal proceeding relating to this Contract or its obligations thereunder shall lie in Galveston County, Texas.

8. Vendor and District are separate legal entities, and the District shall not be involved in the direction, activities, or other functions of the Vendor's employees. The District and the Vendor shall not be considered a joint venture for any purpose. Their only business affiliation is through this Contract.

WITNESS OUR HANDS BELOW:

VENDOR:

By: _____
Authorized Representative

Date: _____

TEXAS CITY INDEPENDENT
SCHOOL DISTRICT

By: _____
Authorized Representative

Date: _____